

This Modification incorporates the following significant changes to contract DE-AC36-99GO10337:

- I. In accordance with Clause I.19 FAR 52.217-9 "OPTION TO EXTEND THE TERM OF THE CONTRACT" (MAR 2000) the United States, Department of Energy (DOE) hereby exercises its option to extend the term of Contract DE-AC36-99GO10337 between DOE and Midwest Research Institute (MRI) for the management and operation of the National Renewable Energy Laboratory.

Accordingly the following clauses are revised:

### **B.3 FEE**

- (a) The Contract shall be performed on a Cost-Plus-Award Fee basis.  
 (b) Total available fee, subject to the adjustment provision of clause H-9, shall be as follows:

Total Available Fee		
Period	Fee Base	Total Available Fee
October 1, 1999 through September 30, 2000	\$155,453,600	\$4,500,000
October 1, 2000 through September 30, 2001	\$155,453,600	\$4,657,500
October 1, 2001 through September 30, 2002	\$188,210,800	\$5,170,000
October 1, 2002 through September 30, 2003	\$203,072,200	\$5,411,000

- (c) Total available fee for all option years shall be determined in accordance with Clause H-9.

Estimated Total Available Fee		
Fee Period	Estimated Fee Base	Estimated Available Fee
October 1, 2003 through September 30, 2004	\$203,000,000	\$5,410,000

- (d) In the event this contract is terminated for the Government's convenience, either in whole or in part, the amount of award fee available shall represent a pro rata distribution associated with the evaluation period activities or events as determined by the Contracting Officer. Such determination shall be final and not subject to the terms of the "Dispute" Article or other article, or to any other appeal or court suit.

**F-1 Term of Contract**

The term of this Contract is from November 9, 1998 through midnight November 8, 2004. The Government may extend the term of the Contract by unilaterally exercising the options pursuant to Clause I.19 "Option to Extend the Term of the Contract".

This option will extend the term of the Contract for a period of twelve months and will be effective November 9, 2003. The term "Option Period" shall be the contract term between November 9, 2003 and November 8, 2004.

Between the date of this modification and the effective date of the option, DOE and MRI will continue to negotiate in good faith new and revised terms and conditions to be effective on the first day of the "Option Period". The new and revised terms and conditions will include, but are not limited to, changes in the statement of work, stretch goals and associated fee. However, if the parties cannot reach an agreement on the terms and conditions the parties agree that the current terms and conditions will remain in effect through the "Option Period". Pursuant to Clause I.19 FAR 52.217-9 "OPTION TO EXTEND THE TERM OF THE CONTRACT" (MAR 2000) DOE reserves the right to exercise additional options and enter into additional "Option Periods" provided that the entire term of the Contract (base period plus total "Options Periods" exercised) shall not exceed 120 months.

- II. Section J, ATTACHMENT 5 "APPLICABLE DIRECTIVES (List B)" of Contract DE-AC36-99GO10377 is deleted and replaced in its entirety to reflect the following additions or deletions:

ADDITIONS	DELETIONS	EXTENSIONS	PARTIAL DELETIONS
DOE O 205.1	DOE N205.1	DOE N 205.2	
DOE O 473.1	DOE 534.1A	DOE N 205.3	
DOE M 473.1-1	DOE O 5632.1C	DOE N 205.4	
DOE O 534.1B		DOE O 470.1 Change 1	
DOE N 481.1A			

- III. Section I CONTRACT CLAUSES, TABLE OF CONTENTS and Contract Clauses have been renumbered to reflect the addition of new Contract Clauses and the deletion of "Reserved" spaces.

- IV. The following Section I clauses have been updated to reflect the most recent version:

- a) I.21 52.219-9 "Small Business Subcontracting Plan" (OCT 2000) is updated as I.21 52.219-9 "Small Business Subcontracting Plan" (JAN 2002)

- b) I.29 52.222-26 "Equal Opportunity" (FEB 1999) is updated as I.29 52.222-26 "Equal Opportunity" (APR 2002)
- c) I.43 52.225-11 "Buy American Act --- Balance of Payments Program---Construction Materials Under Trade Agreements " (FEB 2000) is updated as I.43 52.225-11 "Buy American Act Construction Materials Under Trade Agreements " (JUN 2003)
- d) I.57 52.233-1 "Disputes " (DEC 1998) (Alternate I (DEC 1991) updated as I.54 52.233-1 "Disputes " (JUL 2002) (Alternate I (DEC 1991)
- e) I.65 52.244-6 "Subcontracts For Commercial Items and Commercial Components " (MAR 2001) updated as I.61 52.244-6 "Subcontracts For Commercial Items" (APR 2003)
- f) I.106 970.5223-2 "Acquisition and Use Of Environmentally Preferable Products And Services " (DEC 2000) updated as I.99 970.5223-2 "Affirmative Procurement Program " (MAR 2003)
- g) I.112 970.5227-4 "Authorization And Consent " (DEC 2000) updated as I.105 970.5227-4 "Authorization And Consent " (AUG 2002)
- h) I.113 970.5227-5 "Notice And Assistance Regarding Patent And Copyright Infringement " (DEC 2000) updated as I.106 970.5227-5 "Notice And Assistance Regarding Patent And Copyright Infringement " (AUG 2002)
- i) I.115 970.5227-8 "Refund Of Royalties" (DEC 2000) updated as I.108 970.5227-8 "Refund Of Royalties" (AUG 2002)
- j) I.116 970.5227-10 "Patent Rights – Management And Operating Contracts, Nonprofit Organization Or Small Business Firm Contractor" (DEC 2000) updated as I.109 970.5227-10 "Patent Rights – Management And Operating Contracts, Nonprofit Organization Or Small Business Firm Contractor " (AUG 2002)
- k) I.117 970.5228-1 " Insurance – Litigation And Claims" (DEC 2000) updated as I.110 970.5228-1 "Insurance – Litigation And Claims" (MAR 2002)
- l) I.123 970.5232-4 " Obligation of Funds" (DEC 2000) is updated to reflect revised Total Obligated Funds.

V. The following Clauses have been added to the Contract.

#### 1) **H-19 CENTRAL CONTRACTOR REGISTRATION**

(a) Definitions. As used in this clause—

Central Contractor Registration (CCR) database means the primary Government repository for Contractor information required for the conduct of business with the Government.

Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet Information Services to identify unique business entities.

Data Universal Numbering System +4 (DUNS+4) number means the DUNS number assigned by Dun and Bradstreet plus a 4-character suffix that may be assigned by a business concern. This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative

Electronic Funds Transfer (EFT) accounts (see FAR 32.11) for the same parent concern.

Registered in the CCR database means that-

- (1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and
  - (2) The Government has validated all mandatory data fields and has marked the record ``Active".
- (b)(1) The Contractor shall be registered in the CCR database by September 30, 2003. The Contractor shall maintain registration during performance and through final payment of this contract.
- (2) The Contractor shall enter, in the block with its name and address on the cover page of the Standard Form 30, Amendment of Solicitation/Modification of Contract, the annotation ``DUNS" or ``DUNS+4" followed by the DUNS or DUNS+4 number that identifies the Contractor's name and address exactly as stated in this contract. The DUNS number will be used by the Contracting Officer to verify that the Contractor is registered in the CCR database.
- (c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.
- (1) An offeror may obtain a DUNS number-
    - (i) If located within the United States, by calling Dun and Bradstreet at 1-800-333-0505 or via the Internet at <http://www.dnb.com>; or
    - (ii) If located outside the United States, by contacting the local Dun and Bradstreet Information Services Office.
  - (2) The offeror should be prepared to provide the following information:
    - (i) Company name.
    - (ii) Company address.
    - (iii) Company telephone number.
    - (iv) Line of business.
    - (v) Chief executive officer/key manager.
    - (vi) Date the company was started.
    - (vii) Number of people employed by the company.
    - (viii) Company affiliation.
- (d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered offeror.
- (e) Processing time should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.
- (f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.
- (g)(1)

- (i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in subpart 42.12, the Contractor shall provide the responsible contracting officer a minimum of one business day's written notification of its intention to (1) Change the name in the CCR database; (2) comply with the requirements of subpart 42.12; and (3) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the "legally" changed name.
  - (ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(3) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the electronic funds transfer (EFT) clause of this contract.
- (2) The Contractor shall not change the name or address for electronic funds transfer (EFT) payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.
- (h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the Internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 616-961-5757.

## 2) **H-20 APPLICATION OF DOE CONTRACTOR REQUIREMENTS DOCUMENTS**

- (a) Performance. The Contractor will perform the work of this Contract in accordance with each of the Contractor Requirements Documents (CRDs) appended to this Contract as Attachment 5 (List B), until such time as the Contracting Officer approves the substitution of an alternative procedure, standard, system of oversight, or assessment mechanism resulting from the process described below.
- (b) Laws and Regulations Excepted. The process described in this clause shall not affect the application of otherwise applicable laws and regulations of the United States, including regulations of the Department of Energy.
- (c) Deviation Processes in Existing Orders. The clause does not preclude the use of deviation processes provided for in existing DOE Directives.
- (d) Proposal of Alternative. The Director of the National Renewable Energy Laboratory may, at any time during performance of this Contract, propose an alternative procedure, standard, system of oversight, or assessment mechanism to the requirements in a listed CRD by submitting to the Contracting Officer a signed proposal describing the nature and scope of the alternative procedure, standard,

system of oversight, or assessment mechanism (alternative), the anticipated benefits, including any cost benefits, to be realized by the Contractor in performance under the Contract, and a schedule for implementation of the alternate. In addition, the Contractor shall include an assurance signed by the Director of the National Renewable Energy Laboratory that the revised alternative is an adequate and efficient means to meet the objectives underlying the CRD. Upon request, the Contractor shall promptly provide the Contracting Officer any additional information that will aid in evaluating the Contractor's proposal.

- (e) Action of the Contracting Officer. The Contracting Officer shall within sixty (60) days:
- (1) deny application of the proposed alternative;
  - (2) approve the proposed alternative, with conditions or revisions;
  - (3) approve the proposed alternative; or
  - (4) provide a date by which a decision will be made (not to exceed an additional sixty (60) days.)
- (f) Implementation and Evaluation of Performance. Upon approval in accordance with (e)(3) above, the Contractor shall implement the alternative. In the case of a conditional approval under (e)(2) above, the Contractor shall provide the Contracting Officer with an assurance statement, signed by the Contractor's designated official, that the revised alternative is an adequate and efficient means to meet the objectives underlying the CRD. Additionally, the statement shall describe any changes to the schedule for implementation. The Contractor shall then implement the revised alternative. DOE will evaluate performance of the approved alternative from the date scheduled by the Contractor for implementation.
- (g) Application of Additional or Modified CRDs. During performance of the Contract, the Contracting Officer may notify the Contractor that he or she intends to unilaterally add CRDs not then listed in Attachment 5 (List B) or modifications to listed CRDs. Upon receipt of that notice, the Contractor, within thirty (30) calendar days, may, in accordance with paragraph (d) of this clause, propose an alternative procedure, standard, system of oversight, or assessment mechanism. The resolution of such proposal shall be in accordance with the process set out in paragraph (e) and (f). If an alternative proposal is not submitted by the Contractor within the thirty (30) calendar day period, or, if made, is denied by the Contracting Officer under paragraph (e), the Contracting Officer may unilaterally add the CRD or modification to Attachment 5 (List B). The Contractor and Contracting Officer shall identify and, if appropriate, agree to any changes to other Contract terms and conditions, including cost and schedule, resulting from the addition of the CRD or modification.
- (h) Deficiency and Remedial Action. If, during performance of this Contract, the Contracting Officer determines that an alternative procedure, standard, system of oversight, or assessment mechanism adopted through the operation of this clause is not satisfactory, the Contracting officer may, in his or her sole discretion, determine that corrective action is necessary and require the Contractor to prepare a corrective action plan for the Contracting Officer's approval. If the Contracting Officer is not satisfied with the corrective action taken, the Contracting Officer may direct corrective action to remedy the deficiency, including, if appropriate, the reinstatement of the CRD.

3) **CLAUSE I.53 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION (MAY. 1999)**

(a) *Method of payment.*

(1) All payments by the Government under this contract, shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either-

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) *Contractor's EFT information.* The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.

(c) *Mechanisms for EFT payment.* The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) *Suspension of payment.* If the Contractor's EFT information in the CCR database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) *Contractor EFT arrangements.* If the Contractor has identified multiple payment receiving points (i.e., more than one remittance address and/or EFT information set) in the CCR database, and the Contractor has not notified the Government of the payment receiving point applicable to this

contract, the Government shall make payment to the first payment receiving point (EFT information set or remittance address as applicable) listed in the CCR database.

(f) *Liability for uncompleted or erroneous transfers.*

(1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for-

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and-

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(g) *EFT and prompt payment.* A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(h) *EFT and assignment of claims.* If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register in the CCR database and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper



assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

- (i) *Liability for change of EFT information by financial agent.* The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.
- (i) *Payment information.* The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the CCR database.

VI. All other terms and conditions of this Contract remain the same.